

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:)	
)	Case No. 11-46399-705
Latoya L. Steward,)	
)	Chapter 7
Debtor,)	
)	
Latoya L. Steward,)	
)	Adversary No. 13-04284-705
Plaintiff,)	
vs.)	Stipulation for Dismissal with Prejudice
)	
Critique Services, L.L.C., et al.,)	
)	
Defendants.)	

STIPULATION FOR DISMISSAL WITH PREJUDICE

COME NOW Plaintiff, Latoya Steward, by and through her attorney David N. Gunn, and for this Stipulation for Dismissal with Prejudice, states to the Court as follows:

1. The Plaintiff filed this adversary complaint with the Court on or about December 9, 2013.
2. The Plaintiff's attorney, David N. Gunn, deems his professional capacity to represent the Plaintiff to be diminished due to the totality of his other professional obligations and considering the substantial demands inherent to this litigation
3. The Plaintiff has been advised of her options of continuing this case with David N. Gunn, with another attorney, or ceasing this litigation and she has chosen the latter.
4. The Plaintiff has entered into a settlement agreement with the Defendants whereby she has released all her claims against the Defendants other than her claims which stem from her Motion to Disgorge and the resulting appeal. The Judgment resulting from the Motion to Disgorge is unaffected by this settlement and the Plaintiff continues to defend this Judgment on appeal.

5. A copy of this settlement agreement is attached hereto.
6. The settlement agreement provides for the full payment of all of the Plaintiff's bankruptcy claims.
7. The Plaintiff's bankruptcy claims have in fact been paid in full.
8. The settlement agreement only releases the claims that legally belong to the Plaintiff; the agreement does not obligate any other party, including the Chapter 7 Trustee, the United States Trustee, or the United States Attorney.
9. The Plaintiff is alone in the prosecution of this adversary complaint and therefore does not require the consent of any of party to terminate this litigation.
10. The settlement agreement does not provide for any confidentiality between the parties.
11. The Plaintiff is ready and willing to fully cooperate with the United States Trustee or the United States Attorney regarding any investigations they may pursue concerning the allegations made in her complaint.
12. The Plaintiff respectfully requests that this adversary complaint be terminated with prejudice.

WHEREFORE, the Plaintiff respectfully requests that this Court enter an Order Granting this Stipulation for Dismissal with Prejudice; and for such other relief as the Court deems necessary and proper.

Respectfully Submitted

/s/ David N. Gunn

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CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the this Stipulation for Dismissal with Prejudice was served via first-class mail, postage prepaid on all parties not electronically served, on this 17th day of November, 2014, on the parties listed below.

/s/ Jessica Spanevello
Jessica Spanevello, Paralegal

Rebecca E. Case
Chapter 7 Trustee
7733 Forsyth Blvd., Ste. 500
St. Louis, MO 63105

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